

**AMENDMENT TO
THE
INTERCONNECTION AGREEMENT – WISCONSIN
EFFECTIVE _____
BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
TIME WARNER CABLE INFORMATION SERVICES (WISCONSIN), LLC**

This Amendment to the Interconnection Agreement – Wisconsin is entered into this ____ day of _____, 2006 between Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ (“AT&T Wisconsin”), and Time Warner Cable Information Services (Wisconsin), LLC (“CLEC”) (collectively, “the Parties”).

WHEREAS the Parties have entered into the Interconnection Agreement for Wisconsin (the “Agreement”), which has been approved by the Public Service Commission of Wisconsin (the “Commission”); and

WHEREAS, the Agreement permits the Parties to mutually amend the Agreement in writing; and

WHEREAS, CLEC and AT&T Wisconsin agreed in the Settlement Stipulation (“Stipulation”) in *Investigation Into Ameritech Wisconsin’s Unbundled Network Elements*, Docket No. 6720-TI-161, and particularly paragraph 6(a)(2), to amend the Agreement to incorporate the attached collocation rates and USOCs.

NOW THEREFORE, in consideration of the premises and the mutual covenants of this Amendment, the Parties hereby agree as follows:

1. Subject to the provisions of this Amendment and the Stipulation, the rates contained in the Wisconsin tariff, P.S.C. of W. 20, Part 23, Section 4, “Collocation Services,” for those items in Exhibit A, “Collocation Rates” with the corresponding USOCs attached hereto as Exhibit B (both of which Exhibits are attached hereto and made a part hereof) shall apply to the extent that the Agreement contains terms and conditions for each rate element in Exhibit A. The rates adopted by this Amendment shall be effective and begin to apply in accordance with Paragraph 6 of the Stipulation, which provides that the rates shall be retroactive to May 21, 2002 for CLEC. Except as provided for in the immediately preceding sentence, this Amendment shall be effective on a prospective basis only, including for non-recurring and recurring charges.

2. This Amendment applies only to any existing collocation arrangement that was established under terms and conditions established pursuant to 47 U.S.C. § 251(c)(6). Any collocation arrangement, the terms of which were established prior to May 21, 2002, shall not be subject to the recurring charges set forth in the Exhibit A (attached hereto and made a part hereof) that recover the costs of establishing a collocation arrangement, *provided that*, CLEC has paid all non-recurring charges associated with the collocation arrangement (other than those charges that have been discharged pursuant to Title 11, United States Code) prior to the Amendment Effective Date. In no event shall this Amendment prevent AT&T Wisconsin from charging, or relieve CLEC from paying, any applicable charge incurred prior to the Amendment Effective Date

3. Any collocation arrangement, the terms of which were established prior to the Amendment Effective Date, shall not be subject to any additional non-recurring charge(s) that recover the costs of

¹ Wisconsin Bell, Inc., f/k/a Ameritech Wisconsin, is now doing business in Wisconsin as AT&T Wisconsin.

establishing a collocation arrangement, except as may be applicable to new or subsequent work to or for such existing collocation arrangement.

4. The Parties stipulate that, for all collocation arrangements existing on December 18, 2002, the then-current billing arrangements for number of amps and price per amp will continue to be assessed until such time as: (a) the Commission should issue a final decision or order in a subsequent investigation of AT&T Wisconsin's unbundled network elements, including rates, terms and conditions for collocation; or (b) CLEC, as a collocating CLEC, shall request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement. In the event the Commission should issue a final order or decision in a subsequent investigation of AT&T Wisconsin's unbundled network elements, including rates, terms and conditions for collocation, the Commission's final order or decision shall apply according to its terms and the terms of CLEC's then-currently effective interconnection agreement. In the event CLEC should request changes or modifications to an existing power capacity arrangement for a currently existing collocation arrangement, the rates set forth in Exhibit A for power amperage shall apply to the power capacity arrangement, as modified or changed.

5. Each of the Parties agrees on behalf of itself, its affiliates, successors, and assigns that the terms and agreements contained in this Amendment are limited to the State of Wisconsin and are not portable by any mechanism to any other region or state except upon the explicit agreement of the Parties.

6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED IN AND FULL FORCE AND EFFECT.

8. Upon receipt of CLEC's signed original Amendment, AT&T Wisconsin shall sign the Amendment and file it with the Commission within ten (10) days. This Amendment shall become effective ten (10) days after the date that the Commission approves this Amendment under Section 252(e) of the federal Telecommunications Act of 1996 ("Act") or, absent such Commission approval, the date this Amendment is deemed approved under Section 252(e)(4) of the Act ("Amendment Effective Date", subject to Section 10 of this Amendment).

9. This Amendment is entered into solely to effectuate CLEC's election to adopt the tariff rates as set forth herein, as permitted under and in accordance with the Stipulation and the Agreement, as specifically acknowledged as available to CLEC at paragraph 6(a)(2) of the Stipulation (on which this Amendment is expressly conditioned) and for no other reason.

10. Except as may be provided under Section 1 hereof, in strict accordance with the Stipulation and the Agreement, in no event shall this Amendment result in the retroactive application of any rate or rate structure. By way of example only and without limiting the foregoing, if a CLEC is permitted to adopt the Agreement (including, as applicable, this Amendment and any other amendment) and/or this Amendment ("Adopting CLEC") pursuant to 47 U.S.C. § 252(i), the rate changes could only apply prospectively beginning from the date that the Agreement (including, as applicable, this Amendment and any other amendment) and/or this Amendment became effective between the Adopting CLEC and AT&T Wisconsin ten (10) days after the date that the Commission approves the Adopting CLEC's Section 252(i) adoption or, if absent such Commission approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date"), and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date. For an Adopting CLEC, the Section 252(i) Effective Date shall be the "Amendment Effective Date" as used in the Amendment. The foregoing does not prejudice or otherwise affect in any way AT&T Wisconsin's ability to dispute, and AT&T Wisconsin is fully reserving its rights to dispute, an attempt by any requesting telecommunications carrier to adopt

the Agreement and/or this Amendment under 47 U.S.C. § 251(i) to the extent the effect would be contrary to the Stipulation and its requirements and parameters.

11. The Parties acknowledge that in no event shall any provision of this Amendment apply prior to the “Amendment Effective Date”; provided, however, that the rate changes made hereunder shall be applied in accordance with Section 1 hereof subject to Section 10 of this Amendment.

12. The Parties acknowledge and agree that the provisions set herein forth in Sections 1-13, inclusive, of this Amendment are each legitimately related to, conditioned on and constitute consideration for, every other term and condition in Section 1-13, inclusive, of this Amendment.

13. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) (“USTA decision”); the FCC’s Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC’s Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC’s Order In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) (“ISP Compensation Order”), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); or the Public Utilities Act of Illinois, which was amended on May 9, 2003 to add Sections 13-408 and 13-409, 220 ILCS 5/13-408 and 13-409, and enacted into law (“Illinois Law”). The Illinois Law establishes a specific method for setting certain UNE rates in Illinois, mandates that the Illinois Commerce Commission (“ICC”) apply the method and determine the rates (“ICC Rates”), and expressly deems all interconnection agreements to be amended to contain the ICC Rates immediately upon the ICC’s announcement of such adjusted rates, without further action. Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders, legislation or proceedings and the Illinois Law, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, AT&T Wisconsin reserves its right, to the extent AT&T Wisconsin has not already invoked the FCC ISP terminating compensation in Wisconsin and incorporated the rates, terms and conditions of such plan into this Agreement, to exercise its option at any time to adopt on a date specified by AT&T Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC’s prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party (“Written Notice”). In addition, to the extent this Agreement is in effect in Illinois, the Parties agree that any ICC orders implementing the Illinois Law, including, without limitation, the ICC Rates, shall automatically apply to this Agreement (for the state of Illinois only) as of the effective date of any such order(s) upon Written Notice, and as soon as practical thereafter, AT&T Illinois shall begin billing CLEC the ICC Rates; provided, however, the Parties acknowledge and agree that no later than sixty (60) days from the Written Notice, the Parties will execute a conforming Amendment to this Agreement so that the Agreement accurately reflects the ICC Rates and AT&T Illinois will issue any

adjustments, as needed, to reflect that the ICC Rates became effective between the Parties as of the effective date of the applicable ICC order(s). With respect to all other Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Signatures

**Time Warner Cable Information Services
(Wisconsin), LLC**

**Wisconsin Bell, Inc. d/b/a AT&T Wisconsin,
by AT&T Operations, Inc., its authorized
agent**

Signature:_____

Signature:_____

Name:_____
(Print or Type)

Name:_____
(Print or Type)

Title:_____

Title:_____

Date:_____

Date:_____

AECN#

OCN#

ACNA - TIM